Employees' PENSION PLAN

Weinberger

DRUG STORES INC.

EMPLOYEES' PENSION PLAN

FOR EMPLOYEES OF

WEINBERGER DRUG STORES, INC.

AND

SUPERIOR LABORATORIES, INC.

THE CLEVELAND TRUST COMPANY
CLEVELAND, OHIO
TRUSTEE

INTRODUCTION

The following pages contain a simple explanation of how the Weinberger Drug Stores Employees' Pension Plan works and how it applies to you. Read this booklet carefully, for it vitally affects the future security and happiness of yourself and your family. If you have any questions about the Plan, please consult a member of the Advisory Committee.

Any employee participating in the Plan may examine his individual annuity contract as well as the Plan and the Trust Agreement.

A copy of the Plan and Trust Agreement is on file in the General Office of the Company at Cleveland and at other conveniently located offices. The annuity contracts will be held by The Cleveland Trust Company, Trustee.

ADOLPH WEINBERGER

TO ALL ELIGIBLE EMPLOYEES OF WEINBERGER DRUG STORES, INC. AND SUPERIOR LABORATORIES, INC.

March 22, 1944.

It is with a great deal of pleasure, pride and satisfaction that my associates and I present to you the Weinberger Pension Plan as one more step forward in our employee benefit program. This is something we have long wanted to do for our loyal employees who have had a share in building our Company and who look forward to even greater expansion.

Our Pension Plan has, as its main objective, a more comfortable cushion and a greater margin of safety for our employees after they reach retirement age. Income from Social Security may insure against actual want, but it is our desire that the benefits from this Pension Plan supply additional income. Further, the Pension Plan provides for death benefits in case of death before retirement.

Your Company contemplates making annual payments to The Cleveland Trust Company which is acting as the Trustee under the Pension Plan and which will purchase the annuity contracts from The John Hancock Mutual Life Insurance Company. 80% of the cost of the annuity contracts will be paid by the Company and 20% by the participating employees.

We are presenting this Pension Plan to you for your consideration and individual decision, without in any way requesting you to participate, but with the hope that upon studying the attached booklet carefully you will feel that this is a way in which the Company, by its substantial contributions to the Plan, can assist you in making some provision for your future security.

We are proud to be numbered among those far-sighted companies which are pioneering with this type of Plan today, and we do so in the realization that the progress of our Company must always be synonymous with the welfare of our employees.

Very truly yours,

G. Weinberger

President
WEINBERGER DRUG STORES, INC.

In order that our entire organization may be familiar with our Pension Plan and the benefits that we hope to provide thereby, we are sending this booklet to all employees whether or not they are eligible to participate in the Pension Plan at the present time.

WHAT THIS PLAN MEANS TO YOU . . .

IF YOU RETIRE

you will receive a pension as long as you live.

IF YOU LEAVE

you will receive at your Retirement Date the portion of your pension which has been purchased for you by your contributions plus the contributions of the Company.

IF YOU DIE

before retirement your beneficiary will be paid an amount not less than your contributions plus the contributions of the Company.

THE PENSION PLAN . . .

WHO MAY JOIN THE PLAN?

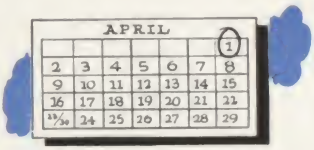
1. You may join the Plan if you have worked continuously for the Company 5 years as of April 1, 1944, if your customary employment is for 16 hours or more per week and if you are under age 61 if a male, or under age 56 if a female.

2. If you are not eligible to join the Plan currently, you will become eligible on any April 1st after you have fulfilled the requirements set forth in the above paragraph.

WHAT DO I HAVE TO DO?

3. All you have to do to become a Participant is to fill out an application, name a beneficiary for any death benefits that may be payable, and sign a payroll deduction authorization, authorizing the Company to deduct your contributions from your regular compensation.

DATE PENSION BEGINS



4. If you are a male and become a Participant in the Plan before age 56, your pension will normally begin on the April 1st nearest your 65th birthday. If you become a Participant between the ages of 56 and 60 inclusive, your pension will normally begin on the April 1st 10 years after your date of entry into the Plan.

5. If you are a female and become a Participant in the Plan before age 51, your pension will normally begin on the April 1st nearest your 60th birthday. If you become a Participant between the ages of 51 and 55 inclusive, your pension will normally begin on the April 1st 10 years after your date of entry into the Plan.

6. The date when your pension normally begins is known as "Normal Retirement Date".

PENSION BENEFITS . . .

7. Your pension will be guaranteed by an annuity contract purchased from the John Hancock Mutual Life Insurance Company by annual premiums equal to 10% of your base compensation during the 12 months ending on the April 1st when you first became a Participant. You can easily calculate the amount of your pension on the form provided on Page 13.

8. Base compensation as used herein shall mean regular salary and wages during the 12 months' period ending on any April 1st exclusive of bonus, commissions, all compensation for work in excess of the number of hours for which an employee is regularly employed, and all other forms of extra compensation.

9. If you receive an aggregate increase or decrease in your base annual compensation of $400 or more, your pension will be increased or decreased accordingly, provided you have not reached age 55 if a male, or age 50 if a female. If the amount of your pension is changed you will not lose the benefit of the contributions made on your behalf prior to such change.

CONTRIBUTIONS BY YOU AND THE COMPANY

10. The annuity contract that will guarantee your pension at retirement will call for an annual premium equal to 10% of your base annual compensation in even dollars. You are to contribute 1/5 of this premium annually, and the Company will contribute annually the remaining 4/5 of the premium. Your contributions will be approximately 2% of your base annual compensation while the Company's contributions made on your behalf will be approximately 8%. Dividends that may be declared by the Insurance Company will be used to reduce proportionately your contributions and the contributions of the Company made on your behalf.

11. All benefits provided by your contributions and the contributions of the Company will be payable either directly by the John Hancock Mutual Life Insurance Company or through The Cleveland Trust Company, Trustee under the Plan.

OPTIONAL FORMS OF INCOME

12. Your pension will normally be paid to you for life with 10 years payments guaranteed. That is if you die within the 10 year period following the date your pension begins, your pension will be continued to your beneficiary for the remainder of the 10 year period, or the commuted value of such remaining payments will be paid in one sum. You may, prior to your retirement date, select some other form of payment such as a Life Annuity with no payments guaranteed (this option will give you a larger monthly pension); or you may elect to have a portion of your pension continued after your death to your beneficiary as long as he or she lives. In this event, your monthly pension would be reduced, the amount of reduction depending upon the age and sex of yourself and your beneficiary.

DEATH BENEFITS

13. If you die before your pension begins, your beneficiary will receive an amount equal to your contributions plus the contributions of the Company paid on your behalf. If the total cash value of your annuity contract exceeds the amount of the total contributions paid, then your beneficiary will receive such cash value as the death benefit. Death benefits are ordinarily paid in a lump sum but under certain conditions where the death benefit amounts to $1,000 or more, arrangements may be made for payment in installments or throughout the lifetime of your beneficiary.

14. If you die after retirement, the death benefit payable to your beneficiary will depend upon the pension option you select prior to retirement.

TERMINATION OF EMPLOYMENT

15. Upon termination of employment, your individual annuity contract will normally be converted to a paid-up annuity contract for you providing for a portion of your pension to start on your retirement date. The amount of this reduced pension will be determined by your age when you first became a Participant, and the amount of your contributions plus the contributions of the Company paid on your behalf up to the date you terminate your employment. You will have the right to continue at your own expense, your annuity contract or, subject to the Insurance Company's rules, any part thereof.

ADVISORY COMMITTEE

16. The Advisory Committee consists of two Director members and three employee Participants under the Plan. The initial employee members will serve until April 1, 1945, before which time their successors will be elected by all the Participants in the Plan who are in service with the Company. Employee members may be removed by majority action of such Participants and all employee members except the initial employee members shall be elected by such Participants. The Advisory Committee will assist in the administration of the Plan and will answer any questions that may be raised by you at any time.

CERTIFICATES

17. You will receive a Certificate signed by an Officer of the John Hancock Mutual Life Insurance Company stating that an annuity contract has been issued in your name and also signed by an Officer of The Cleveland Trust Company stating that this contract is on deposit with it as Trustee, for your benefit.

ASSIGNMENTS

18. Your pension rights and benefits under this Plan are not assignable and are not subject, by attachment or otherwise, to the claims of creditors of yourself or your beneficiary.

RIGHTS TO EMPLOYMENT OR PENSION

19. This Plan shall not be construed to give any employee the right to be retained in the employment of the Company, or any right or claim to benefits under the Plan, unless the right to such benefits has specifically accrued under the terms of the Plan.

MODIFICATION, SUSPENSION OR DISCONTINUANCE OF THE PLAN

20. Your Company expects to continue the Plan indefinitely, but necessarily reserves the right to modify, suspend or discontinue it at any time. However, no such modification, suspension or discontinuance shall forfeit benefits provided by your contributions, or, except as authorized by the Plan, the Company's contributions made prior to the date of such modification, suspension or discontinuance.

21. The Company will promptly submit this Plan to the Commissioner of Internal Revenue for approval under the Internal Revenue Code. If such approval of the Plan is not received from the Commissioner, this Plan will cease to be in effect and your contributions without interest will be returned to you, plus that portion of the Company's contributions paid on your behalf which may be legally paid to you under the so-called Salary Stabilization program.

TABLE OF ANNUITY FACTORS

MALES . . .

AGE	FACTOR	AGE	FACTOR	AGE	FACTOR	AGE	FACTOR
21	$45.62	31	$30.44	41	$18.58	51	$9.32
22	43.93	32	29.12	42	17.55	52	8.51
23	42.28	33	27.83	43	16.54	53	7.72
24	40.67	34	26.57	44	15.55	54	6.96
25	39.10	35	25.34	45	14.60	55	6.21
26	37.57	36	24.15	46	13.66	56	6.35
27	36.07	37	22.98	47	12.75	57	6.50
28	34.61	38	21.84	48	11.86	58	6.66
29	33.19	39	20.73	49	10.99	59	6.81
30	31.80	40	19.64	50	10.14	60	6.96

FEMALES . . .

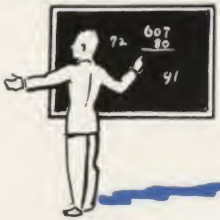
AGE	FACTOR	AGE	FACTOR	AGE	FACTOR	AGE	FACTOR
20	$31.09	29	$21.13	38	$13.16	47	$6.77
21	29.87	30	20.16	39	12.37	48	6.14
22	28.68	31	19.20	40	11.61	49	5.53
23	27.52	32	18.27	41	10.87	50	4.93
24	26.39	33	17.36	42	10.14	51	5.04
25	25.29	34	16.48	43	9.43	52	5.15
26	24.21	35	15.62	44	8.74	53	5.27
27	23.16	36	14.77	45	8.07	54	5.40
28	22.13	37	13.95	46	7.41	55	5.53

The above table has been compiled from the John Hancock Mutual Life Insurance Company Annuity rates published April 1, 1941 and are subject to change for policies issued after the effective date of this Plan.

YOU MAY CALCULATE YOUR PENSION ON THIS FORM

STEP NO. 1	Annual base compensation for the 12 month period ending on the April 1st upon which I first became a Participant.	$_____
STEP NO. 2	10% of Step No. 1 (smoothed to the nearest dollar).	$_____
STEP NO. 3	Factor taken from table on Page 12 (Determine factor by my sex and nearest age on the April 1st on which I first became a Participant).	$_____
STEP NO. 4	Multiply Step No. 2 by Step No. 3. Result:	$_____
STEP NO. 5	Divide the result of Step No. 4 by 100. Result: My monthly Pension at retirement.	$_____
	My estimated Social Security Benefit at 65.	$_____
	TOTAL estimated Retirement Income.	$_____

QUESTIONS AND ANSWERS



The following questions and answers are based upon the present provisions of the Pension Plan.

Q. Do I have to pass a medical examination?

A. No.

Q. Do I have to furnish proof of my date of birth?

A. Yes, at the time you apply to become a participant. A copy of your birth certificate, baptismal certificate, school record, a Life Insurance policy issued more than 5 years ago, or a passport, will serve as birth evidence.

Q. May I retire earlier than my Normal Retirement Date?

A. Yes, with approval of the Company. If you do retire earlier, your pension will be reduced.

Q. May I retire later than my Normal Retirement Date?

A. Yes, with the approval of the Company, but your pension will nevertheless begin on your Normal Retirement Date.

Q. What if I take a leave of absence?

A. A leave of absence authorized by the Company will not be considered termination of employment under the Plan.

Q. May I borrow on the contributions made for me?

A. No, such a privilege would be contrary to the general purpose of the plan.

Q. Whom may I name as beneficiary?

A. Your wife (husband), children or any other person.

Q. May I stop my participation in the Plan without terminating my employment with the Company?

A. Yes, on any April 1st, after 30 days written notice to the Company. Should you take such action, the Company of course will cease making its liberal contributions for you.

Q. May I give up my rights to my pension and receive a cash benefit?

A. Generally, no.